

**APPENDIX ONE  
NOTICE OF PROTECTION PROVIDED BY  
MISSOURI LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a brief summary of the Missouri Life and Health Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Missouri law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Missouri law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits, but not more than \$100,000 in net cash surrender and net cash withdrawal values
- Health Insurance
  - \$500,000 for health benefit plans
  - \$300,000 in disability insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is as follows:

- \$300,000 in aggregate for all types of coverage listed above, with the exception of health benefit plans
- \$500,000 in aggregate for health benefit plans
- \$5,000,000 to one policy owner of multiple nongroup policies of life insurance, whether the policy owner is an individual, firm, corporation, or other person, and whether the persons insured are officers, managers, employees, or other persons

“Health benefit plan” is defined in section 376.718, RSMo.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Missouri law. Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the basic life insurance policy or annuity contract to which it relates.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association’s website at [www.mo-iga.org](http://www.mo-iga.org) or contact:

Missouri Life and Health  
Insurance Guaranty Association  
2210 Missouri Boulevard

Missouri Department of Commerce  
and Insurance  
301 West High Street, Room 530

Jefferson City, Missouri 65109

Ph.: 573-634-8455

Fax: 573-634-8488

Jefferson City, Missouri 65101

Ph.: 573-522-6115

Insurance companies and agents are not allowed by Missouri law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Missouri law, then Missouri law will control.



## STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

### CERTIFICATE

### GROUP LIFE INSURANCE

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Policyholder:	City of Hannibal Board of Public Works Employee Benefit Trust Board
Policy Number:	163299-B
Effective Date:	January 1, 2024
Revision Date:	Not applicable

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The Group Policy has been issued to the Policyholder.

We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differs from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

Unless defined differently within a particular provision, the terms "you" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in bold face type.

A handwritten signature in black ink, appearing to read "David Klein".

President and CEO

GC1219-LIFE

Retirees

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## COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number:	163299-B
Type of Insurance Provided:	
Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Not applicable
Dependent Life Insurance For Your Spouse:	Not applicable
Dependent Life Insurance For Your Child:	Not applicable
Policyholder:	City of Hannibal Board of Public Works Employee Benefit Trust Board
Employer(s):	City of Hannibal Board of Public Works Employee Benefit Trust Board
Group Policy Effective Date:	January 1, 2024
Revision Date:	Not applicable
State of Issue:	Missouri

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### BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired and eligible on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Member means one of the following:

1. A regular employee of the Employer who is Actively At Work at least 30 hours each week; or
2. An employee of the Employer who retired under the Employer's retirement program.

For the purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A full-time member of the armed forces of any country.
3. A leased employee.
4. An independent contractor.

Class Definition: Retirees

**This Certificate applies to the class listed above. Other classes are also covered under the Group Policy. Contact your Employer for further information.**

Classes for retired Members do not include a Member who is covered under Waiver Of Premium.

Eligibility Waiting Period: You are eligible on one of the following dates, but not before the Group Policy Effective Date:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

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## PREMIUM CONTRIBUTIONS

Life Insurance:

Plan 1: Noncontributory

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## SCHEDULE OF INSURANCE

### SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

A Member may not be insured as both an active Member and a retired Member. Retired members are not eligible for Plan 2 Life Insurance.

Plan 1 (basic): \$20,000

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## REDUCTIONS IN INSURANCE

Plan 1 Life Insurance

Insurance for retired Members is not subject to reductions due to age.

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## OTHER PROVISIONS

Repatriation Benefit:

The lesser of (1) \$5,000; or (2) 10% of the expenses incurred to transport your body to a mortuary near your primary place of residence including expenses to prepare the body for shipment.

Insurance Eligible For Portability:

For you:

Life Insurance:	Yes
Minimum amount	\$10,000
Maximum amount	\$500,000



## INSURING CLAUSE

If you have a loss while insured under the Group Policy, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us, subject to the **Claims** provision.

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## LIFE INSURANCE

### A. Amount Of Life Insurance

See **Coverage Features** for the Life Insurance schedule.

### B. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

#### 1. Life Insurance Subject To Evidence Of Insurability

Life Insurance subject to **Evidence Of Insurability** becomes effective on the date we approve your Evidence Of Insurability.

#### 2. Life Insurance Not Subject To Evidence Of Insurability

##### a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to **Evidence Of Insurability** becomes effective on the date you become eligible.

##### b. Contributory Life Insurance

You must apply in Writing for Contributory Life Insurance and agree to pay premiums.

Contributory Life Insurance not subject to **Evidence Of Insurability** becomes effective on:

- i. The date you become eligible if you apply on or before that date.
- ii. The date you apply if you apply within 31 days after you become eligible.
- iii. The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.
- iv. The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

### C. Changes In Life Insurance

#### 1. Increases

You must apply in Writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

##### a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to **Evidence Of Insurability** becomes effective on the date we approve your Evidence Of Insurability.

##### b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to **Evidence Of Insurability** becomes effective as follows:

- i. The date of change in your classification.
- ii. The date of the change in your Annual Earnings.

- iii. The date you apply for an elective increase.
  - iv. The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.
  - v. The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.
  - vi. The beginning of the next plan year following the date you apply, if you apply during the One Time Open Enrollment Period.
2. Decreases
- a. A decrease in your Life Insurance because of a change in your classification becomes effective on the date of the change.
  - b. A decrease in your Life Insurance because of a change in your age becomes effective on the date of the change.
  - c. A decrease in your Life Insurance because of a change in your Annual Earnings becomes effective on the date of the change.
  - d. Any other decrease in your Life Insurance becomes effective on the date the Policyholder or your Employer receives your Written request for the decrease.

D. Suicide Exclusion: Life Insurance

The **Coverage Features** states which Life Insurance plan is subject to this suicide exclusion.

If your death results from suicide or other intentionally self-inflicted injury, while sane or insane, 1 and 2 below apply.

- 1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 1-year on the date of your death. In computing the 1-year period, we will include time you were insured under the Prior Plan.
- 2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

E. When Life Insurance Ends

Your Life Insurance ends automatically on the earliest of:

- 1. The date the last period ends for which a premium was paid for your Life Insurance.
- 2. The date the Group Policy terminates.
- 3. The date your Employer's coverage under the Group Policy terminates.
- 4. The date your employment terminates, unless you are covered as a retired Member.
- 5. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 4 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. During the first 12 months while your ability to work is limited because of Sickness, accidental Injury, or Pregnancy.

Continuation During Total Disability: If you are Totally Disabled and you are not eligible for **Waiver Of Premium** (see **Waiver Of Premium**), your Life Insurance will continue, while you remain Totally Disabled, for a period of six months, but not beyond the date the Group Policy terminates. This applies even if your employment terminates.

- c. During the first 60 days of a temporary layoff.

- d. During the first 60 days of a strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- e. During a leave of absence under any applicable state or federally mandated family or medical leave act or law.
- f. During any other scheduled leave of absence approved by your Employer in advance and in Writing and scheduled to last 60 days or less.

F. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, the following will apply:

- 1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 2. If your Life Insurance ends because you cease to be a Member, and you become a Member again within 90 days, your Life Insurance amounts in effect prior to your last day of Active Work will be reinstated without Evidence Of Insurability.
- 3. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 4. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
- 5. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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## REPATRIATION BENEFIT

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met:

- 1. A Life Insurance Benefit is payable because of your death.
- 2. You die more than 200 miles from your primary place of residence.
- 3. Expenses are incurred to transport your body to a mortuary near your primary place of residence, including expenses to prepare the body for shipment.

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## CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

B. Payment Of Benefit

The benefits payable for your death or dismemberment before you meet the Active Work requirement will be:

- 1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by

2. Any benefits payable under the Prior Plan.

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## PORTABILITY OF INSURANCE

### A. Portability Of Insurance

1. You may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability if your insurance under the Group Policy ends because of one of the following Portable Events.

Portable Event means any of the following:

- a. Your employment with your Employer terminates.
  - b. Your employment with your Employer terminates due to termination of the Group Policy because the Policyholder or your Employer goes out of business.
  - c. You retire under the Employer's retirement plan.
2. To be eligible, you must satisfy all of the following requirements:
    - a. On the date of your Portable Event, you must be able to perform with reasonably continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.
    - b. On the date of your Portable Event, you are under age 75.
    - c. On the date of your Portable Event, you have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time you were insured under the Prior Plan.
    - d. You must apply in Writing and pay the first premium directly to us within 31 days after the date of your Portable Event. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

### B. Amount Of Portable Insurance

You may be eligible to buy the amount of your Insurance that is ending subject to the minimum and maximum amounts of Insurance eligible for portability as shown in the **Coverage Features**. If you retire under your Employer's retirement plan, the maximum amount of Insurance you may continue under this provision is reduced by the amount of Life Insurance you retain as a retired Member under the Group Policy. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your Portable Event.

### C. When Portable Insurance Becomes Effective

If you apply within 31 days after the date of your Portable Event, and are otherwise eligible, then Portable group insurance will become effective on the date after your Portable Event.

#### D. Death During The Portable Event Period

If death occurs within 31 days after the date of your Portable Event, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date of your Portable Event, and not the terms of the Group Life Portability Insurance Policy. If an Accidental Death And Dismemberment Loss occurs within 31 days after the date of your Portable Event, Accidental Death And Dismemberment benefits will be paid according to the AD&D Benefit Amount in effect under the Group Policy on the day before your Portable Event, not to exceed the maximum Portability amount as shown in the Coverage Features, provided you meet the requirements as stated in item 2 above. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your Portable Event.

If you apply for portable group insurance, and death occurs during the Portable Event Period, and if you name a Beneficiary in your application that is different from the last Beneficiary you named under the Group Policy, then it will be considered a change of Beneficiary to the person named in the application. The change will take effect on the date of the application.

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### **RIGHT TO CONVERT**

#### A. Right To Convert

You and your Dependents may buy an individual policy of life insurance without Evidence Of Insurability if all of the following requirements are met:

1. Your or your Dependents Insurance ends or is reduced due to a Qualifying Event.
2. You or your Dependents apply in Writing and pay us the first premium during the Conversion Period.

The maximum amount you and your Dependents have a Right To Convert is the amount of your Insurance which ended, except as limited under C. Limits On Right To Convert.

#### B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means your Life Insurance and your Dependent Life Insurance under the Group Policy, excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your or your Dependents' Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Death Benefit.

#### C. Limits On Right To Convert

If your or your Dependents' Insurance ends or is reduced because of termination or amendment of the Group Policy, the following will apply.

1. You and your Dependents may not convert Insurance which has been in effect for less than 5 years.
2. The maximum amount that may be converted is the lesser of:
  - a. The amount of Insurance which ended, minus any other group life insurance for which you and your Dependents become eligible during the Conversion Period.
  - b. \$10,000

#### D. The Individual Policy

You and your Dependents may select an individual whole life insurance policy we issue to persons of your or your Dependents age, except:

1. A policy with disability, accidental death, or other additional benefits.
2. A policy in an amount less than the minimum amount we issue.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

#### E. Death During The Conversion Period

If you or your Dependents die during the Conversion Period, we will pay a death benefit equal to the maximum amount you or your Dependents had a Right To Convert, whether or not you or your Dependents applied for an individual policy. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your or your Dependent's Qualifying Event.

If you or your Spouse apply for an individual policy of life insurance, and death occurs during the Right To Convert Period, and if you or your Spouse name a Beneficiary in your or your Spouse's application that is different from the last Beneficiary you or your Spouse named under the Group Policy, then it will be considered a change of Beneficiary to the person named in the application. The change will take effect on the date of the application.

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## CLAIMS

#### A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

For **Waiver Of Premium** and **Accelerated Death Benefit**, the letter should include the character and the extent of the occurrence or loss which are being claimed, as required in item C. Proof Of Loss. Subject to the time period in item B. Time Limits On Filing Proof Of Loss, such letter will constitute notice.

#### B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after the 90-day period.

Proof Of Loss for **Waiver Of Premium** must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

With respect to coma, we will require Proof Of Loss of the comatose condition at reasonable intervals. If proof is not given within 90 days, benefits payable for coma will end.

If Proof Of Loss is filled outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

#### C. Proof Of Loss

Proof Of Loss means Written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in Writing and must be provided at the expense of the claimant.

#### D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

#### E. Time Of Payment

We will pay benefits within 60 days after the latest date shown below:

1. The date Proof Of Loss is satisfied.
2. The date we receive sufficient information to determine liability, the extent of liability and the appropriate payee legally entitled to benefits.
3. The date that legal impediments to payment of benefits that depend on the action of parties other than us are resolved and sufficient evidence of resolution is provided to us. Legal impediments to payment include, but are not limited to:
  - a. The establishment of guardianships or conservatorships.
  - b. The appointment and qualification of trustees, executors and administrators.
  - c. The submission of information required to satisfy state or federal reporting requirements.

Interest, if applicable, will accrue 30 days from the latest of the dates shown above, continuing up to the date of payment.

Payment made in good faith shall discharge us of liability to the extent of such payment.

#### F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except **Waiver Of Premium** claims, within 90 days after we receive the claim we will send the claimant: (a) a Written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to **Waiver Of Premium** claims, within 45 days after we receive the claim we will send the claimant: (a) a Written decision on the **Waiver Of Premium** claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a Written decision on the **Waiver Of Premium** claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the **Waiver Of Premium** claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a Written notice of denial containing the following:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A copy of any internal rule or guideline relied upon in making our **Waiver Of Premium** decision, or a statement that no such rules or guidelines exist.
4. A description of any additional information needed to support the claim.

5. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
6. Information concerning the claimant's right to a review of our decision.

#### G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in Writing:

1. Within 180 days after receiving notice of the denial of a claim for **Waiver Of Premium**.
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us Written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any Written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except **Waiver Of Premium** claims, within 60 days after we receive the request for review we will send the claimant: (a) a Written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to **Waiver Of Premium** claims, within 45 days after we receive the request for review we will send the claimant: (a) a Written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to **Waiver Of Premium** claims, the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for **Waiver Of Premium**.

If we deny any part of the claim on review, the claimant will receive a Written notice of denial containing the following:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A copy of any internal rule or guideline relied upon in making our **Waiver Of Premium** decision, or a statement that no such rules or guidelines exist.
4. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

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## ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

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### BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

#### A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death will be paid to the Beneficiary you named. Benefits payable because of coma will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance Benefits payable for Losses other than Loss of Life or coma will be paid to the person who suffers the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living:
  - a. AD&D Insurance Benefits payable because of the death of your Dependent.
  - b. Spouse and Child Life Insurance Benefits.
  - c. Accelerated Death Benefit.
4. Spouse and Child Life Insurance Benefits and AD&D Insurance Benefits payable to you because of the death of your Dependent which were unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.
  - d. Your estate.
5. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your surviving Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

#### B. Naming A Beneficiary

Beneficiary means a person you name to receive your death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provided otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.

3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designations must be the same for Life Insurance and AD&D Insurance death benefits.

Your designation must meet all of the following requirements:

1. You must name or change Beneficiaries in Writing. Writing includes a form Signed by you or a verification from us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent of an electronic or telephonic designation made by you.
2. Must be dated.
3. Must be delivered to us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent, during your lifetime.
4. Must relate to the insurance provided under the Group Policy.

Your designation will take effect on the date it is received by us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent.

If we approve it, a designation which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

#### C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your or your Spouse's death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

If you do not name a Beneficiary or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your spouse/Spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

#### E. Method Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

##### 1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

##### 2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%.
- b. Is owned by the Recipient.

- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient.
- d. Is fully guaranteed by us.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

LI.BB.OT.1

## **RIGHT TO RECOVERY**

If benefits have been overpaid on any claim then full reimbursement to us is required within 60 days of notification to you, your Beneficiary or your estate. If reimbursement is not made then we have the right to do any of the following:

1. Reduce future benefits until full reimbursement is made.
2. Recover such overpayments from you, your Beneficiary or your estate.

Such reimbursement is required whether the overpayment is due to fraud, our error in processing a claim or any other reason.

LI.RR.OT.1

## **CLAIMANT COOPERATION**

If you or your Beneficiary fails to cooperate with us in the administration of your claim, we may close or deny the claim. Such cooperation includes, but is not limited to, providing any information or documentation needed to determine if benefits are payable or the actual benefit amount due.

LI.CLC.OT.1

## **AGENCY AND RELEASE**

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and Employer are liable for their own negligent, intentional or wrongful acts or omissions, and those of any insurance broker/agent or administrator acting for or on behalf of either of them, arising from or connected with the administration of the Group Policy.

LI.AR.OT.1

## **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the adverse decision date.

LI.TL.OT.1

## **INCONTESTABILITY OF INSURANCE**

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless all of the following requirements are met:

1. The insurance would not have been approved for you, your Spouse or your Child if we had known the truth.

2. We have given you or any other person claiming benefits a copy of the Signed Written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after your, your Spouse's or your Child's insurance has been in effect for two years during the lifetime of the insured, your Spouse or your Child.

LI.IN.OT.1

## **CLERICAL ERROR, MISSTATEMENT AND AGENCY**

### **A. Clerical Error And Agency**

Clerical error by us, the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

### **B. Misstatement Of Age**

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age.
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.1

## **DEFINITIONS**

AD&D Insurance means accidental death and dismemberment insurance, if any under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work.

Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Commissions averaged over the preceding 12 calendar months or over the period of your employment if less than 12 months.
3. Shift differential pay.
4. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 Plan.

Annual Earnings does not include:

1. Bonuses.
2. Overtime pay.

3. Stock options or stock bonuses.
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. Any other extra compensation.

Child means:

1. Your child from live birth through age 25.
2. Your disabled child who is 26 years of age or older, is your qualifying child as defined by the Internal Revenue Service for whom you or your Spouse claims as a dependent on Federal Income Taxes filed for the preceding calendar year and meets one of the following requirements:
  - a. Has been insured continuously under the Group Policy prior to reaching age 26.
  - b. Who is 26 years of age or older at the time of your initial eligibility under the Group Policy.
3. Child includes any of the following, if they otherwise meet the definition of Child:
  - a. Your adopted child.
  - b. Your stepchild if living in your home.

Contributory means you pay all or part of the premium for insurance.

Dependent means your Spouse or Child.

Dependent Life Insurance means Dependent Life Insurance For Your Spouse and/or Dependent Life Insurance For Your Child, if any, under the Group Policy. It may also be referred to as Spouse Life Insurance Benefit and/or Child Life Insurance Benefit as applicable.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Employer means an employer for which coverage under the Group Policy is approved in Writing by us. See **Coverage Features**.

Evidence Of Insurability means an applicant must do all of the following:

1. Complete and sign our medical history statement.
2. Sign our form authorizing us to obtain information about the applicant's health.
3. Undergo a physical examination, if required by us, which may include blood testing.
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means this group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group life insurance Certificates with the same Group Policy Number, and any amendments to the Group Policy or Certificates.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians.

Injury means an injury to the body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Nursing Home means a licensed institution operated for the purpose of providing nursing care and treatment for individuals which provides 24-hour nursing services under the direction and supervision of a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness or disease.

Signed means any symbol or method executed or adopted by you with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law, and authorized or accepted by us.

Spouse means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

However, for the purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or legally separated.

Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the Material Duties of any gainful occupation for which you are reasonably fitted by education, training and experience.

Writing or Written means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law, and authorized or accepted by us.

LIDF.MO.1